



**REQUEST FOR PROPOSALS**  
**PENSION WITHDRAWAL LIABILITY ANALYSIS**  
**DULUTH TRANSIT AUTHORITY**

**Addendum #2**

May 21, 2021

Clarifications to Date:

1. Changes to the Example contract in the RFP, pages 11-17:

Please **DELETE** all references to ATE Management of Duluth and First Transit, Inc. from the contract. This scope of work is solely for the Duluth Transit Authority.

2. Please note the following accepted changes to the example Contract:

a. Article IX, Indemnity and insurance:

Please **ADD** the following at the beginning of paragraph A: ~~To the extent permitted by law:~~

~~A.~~ Indemnity. To the extent permitted by law, the Consultant shall defend, indemnify and save harmless the DTA from all costs, charges ~~and~~ .+

b. Article IX, Indemnity and insurance, paragraph B, please **DELETE** the words ~~or modification~~ in the notice requirement:

~~At least~~ thirty days notice prior to any cancellation ~~or modification~~ shall be required ~~and~~

c. Article IX, Indemnity and insurance, paragraph C, please **DELETE** the words ~~non-renewal or material change provisions included:~~

~~At least~~ 30-days notice of cancellation, ~~non-renewal or material change provisions included.~~ .+

Please **ADD** the following:

*“An umbrella policy with a “following form” provision is acceptable if written verification is provided that the underlying policy names the DTA as an additional insured.”*

d. Article IX, Indemnity and insurance, paragraph (D), please **DELETE** everything after the word ~~cancellation:~~

~~D.~~ The form of the certificate or insurance shall contain an unconditional requirement that the insurer must notify the DTA without fail not less than thirty (30) days prior to any cancellation, ~~non-renewal or modification of the policy or coverages~~ ~~and shall further provide that failure to give such notice to the DTA will render any such change or changes in said policy or coverages ineffective as against the DTA, ATE Management of Duluth, and First Transit, Inc.~~ .+

e. Please **ADD** the following:

Article XVI Termination in the Event of Default

¶ If the DTA fails to perform in the manner called for in the Contract, or if the DTA fails to comply with any other provisions of the Contract, the Contractor may terminate this Contract for default. Termination shall be effected by serving a 21-day advance Notice of Termination to the DTA General Manager specifying the nature of the default. The DTA shall have 30-days after such date of notice to cure the default. If after the 30-day default period, DTA has failed to fulfill its Contract obligations, the Contract will terminate. Contractor will only be paid for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this Contract.+